

**SERVICE CONTRACT  
THE STATE OF WASHINGTON  
OFFICE OF THE SECRETARY OF STATE  
WASHINGTON STATE LIBRARY DIVISION  
And  
DL CONSULTING Ltd.**

This Contract is made and entered into by and between the Office of the Secretary of State, P.O. Box 40220, Olympia, Washington 98504-0220 ("OSOS") and DL Consulting Ltd., 9 Melody Lane, Innovation Park, Hamilton 3216, New Zealand ("Contractor") for the express purpose set forth herein.

**PURPOSE**

This Contract provides online access via a user friendly web portal and a stable Veridian hosting platform. The website allows users to perform advanced search techniques for full-text searchable OCR and metadata-rich content created using the Library of Congress' METS/ALTO standards, as listed in the 2023 National Digital Newspaper Program (NDNP) Technical Guidelines ([https://www.loc.gov/ndnp/guidelines/NDNP\\_202325TechNotes.pdf](https://www.loc.gov/ndnp/guidelines/NDNP_202325TechNotes.pdf)). The website provides a similar or improved user experience that allows growth for long-term preservation and access. The website reflects the OSOS branding and design consistent with other agency websites.

NOW, THEREFORE, in consideration of the terms and conditions contained herein or attached thereto, the OSOS and Contractor mutually agree as follows:

**STATEMENT OF WORK**

The Contractor will provide services, staff, and otherwise do all things necessary for or incidental to the performance or work set forth herein.

The OSOS will provide newspaper images and metadata in the form of JP2000, PDF and XML files created to NDNP technical standards (e.g., 8-bit, grayscale, uncompressed files with Optical Character Recognition (OCR) & METS/ALTO metadata already applied). Data delivery should be seamless, such as an FTP (File Transfer Protocol) upload system or other similar secure file delivery system suitable for large amounts of data (e.g., 300-500 gigabytes per image batch). Data should be uploaded regularly, within a consistent agreed upon amount of time, for public access via the web platform. Contractor will maintain the website and data storage for public access 24/7.

**Web Portal**

The Contractor project staff will work directly with the OSOS Project Manager to:

**Provide Online Access and Hosting Arrangements**

- a) Maintain set up of web portal, customizations
- b) Transfer and validate METS/ALTO and related newspaper metadata to the hosting platform.
- c) Provide administrative access to library staff so new content can be uploaded and managed as needed to support customer access to the content.
- d) Provide collection data for the OSOS to access at any time to support customers.

- e) Search Engine Optimization (SEO) support for new content, which can greatly enhance the online visibility of the portal, and significantly increase the number of visitors.
- f) Maintain set up and configuration of Google Analytics.
- g) Veridian Quality Assurance (QA) mode, to help with detecting errors in the underlying METS/ALTO data.

### **Provide Ongoing Maintenance**

- a) Keep the Veridian system up-to-date with regular updates so it does not become obsolete.
- b) Conduct minor system modifications such as adding publication descriptions, updating collection banners or changing the information page content (such as the 'About' page)
- c) Ingest new data when it becomes available.
- d) Troubleshoot and provide support for any problems that arise.
- e) Maintain a site-hosted contract on Amazon Cloud servers with 24-hour status monitoring.
- f) Maintain digitized objects archiving and off-site backup to Amazon Cloud servers.

### **Ensure a Stable Website and Disaster Recovery Plan**

Contractor will perform regular backups of both the "source data" (i.e. the METS, ALTO, PDFs, and JP2 files, as transferred to us from the customer) and any user generated content (i.e. usage log files, user account information (if applicable), and comments, tags, and OCR text corrections made by users (if those features are enabled)).

A backup system of daily snapshots, retained for 90 days, on separate U.S. based backup locations will allow for a rollback to recent data if needed in the event of equipment failure.

This Contract contains the General Terms and Conditions (attached hereto and incorporated herein as Exhibit A) governing the work performed under this Contract, the nature of the relationship between the and the Contractor, and specific obligations between the parties.

### **PERIOD OF PERFORMANCE**

The period of performance under this Contract will be from the date of execution (See Approval section) to June 30, 2028 with options for extensions.

### **OPTION TO EXTEND THE TERM OF THE CONTRACT.**

The OSOS reserves the right to extend the contract for two one-year periods.

### **COMPENSATION and PAYMENT**

The OSOS shall pay an amount not to exceed \$40,000 for the active year described herein for the performance of all things necessary for or incidental to the performance of work set forth in the Statement of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Each year an annual invoice based on the schedule below will be sent to the OSOS for the ongoing SaaS fee. An incremental increase of \$2,380 USD per 100,000 additional pages will be added as each milestone is met to cover storage costs, up to 1 million pages. Once the collection is larger than 1 million pages the incremental increase will be reduced to \$1,220 per 100,000 additional pages.

Costs over five years will therefore be as follows:

- \*\* Up to 800,000 pages == \$31,800 per year
- \*\* Up to 900,000 pages == \$34,180 per year
- \*\* Up to 1 million pages == \$36,560 per year
- \*\* Up to 1,100,000 pages == \$37,780 per year
- \*\* Up to 1,200,000 pages == \$39,000 per year

The annual fee will not increase if the collection page count does not reach the page limit at the end of the contract year.

The OSOS will provide payment for services invoiced annually for services provided.

**BILLING PROCEDURES**

**Time and Method of Payment:**

The OSOS will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more than once a month. On the invoice indicate the Contract Number S- 7810 and your Statewide Contractor Number (SWV#). The invoices shall describe and document to the OSOS’s satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the OSOS within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The OSOS may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to comply satisfactorily with any terms or conditions of this Contract.

No payments in advance or in anticipation of services or supplies provided under this Contract shall be made by the OSOS.

**CONTRACT MANAGEMENT**

The Project Manager for each of the parties shall be the contact person for communications regarding the performance of this Contract. Invoices shall be sent to the OSOS Project Manager with copy to [payables@sos.wa.gov](mailto:payables@sos.wa.gov). Should questions arise during processing of invoices send inquiries to [payables@sos.wa.gov](mailto:payables@sos.wa.gov).

Project Manager for the Contractor is:	Project Manager for the OSOS is:
<p><b><u>Michael Dewsnip</u></b>                      DL Consulting                      PO Box 12669                      Chartwell, Hamilton, NZ                       Phone: +64 7 8570830                      Fax: +64 7 8570831                      E-mail: <a href="mailto:michael@veridiansoftware.com">michael@veridiansoftware.com</a></p>	<p><b><u>Shawn Schollmeyer</u></b>                      Office of the Secretary of State                      Washington State Library                      P.O. Box 42460                      Olympia, Washington 98504-2460                       Phone: 360.570.5568                      Fax: 360.586.7575                      E-mail: <a href="mailto:shawn.schollmeyer@sos.wa.gov">shawn.schollmeyer@sos.wa.gov</a></p>

**INSURANCE**

Contractor shall, at all times during the term of the Contract at its own cost and expense buy and maintain insurance of the types and amounts listed below. The OSOS shall be provided written notice before cancellation or non-renewal of any insurance referred to therein. Failure to buy and maintain the required insurance may result in the termination of the Contract at the OSOS option.

**COMMERCIAL GENERAL LIABILITY (CGL) AND EMPLOYERS LIABILITY INSURANCE**

Contractor shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

**EMPLOYERS LIABILITY (STOP GAP) INSURANCE**

Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

**BUSINESS AUTO POLICY (BAP)**

In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident using a Combined Single Limit for bodily injury and property damage. Such insurance shall cover liability arising out of "Any Auto." Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered.

Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington. All policies shall be primary to any other valid and collectable

insurance. The Contractor shall instruct its insurers to give the Purchaser 30 days advance notice of any insurance cancellation.

The Contractor shall submit to the OSOS, within 7 days of the Contract's Effective Date, a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the Contract, or a complete description of the self insurance program and a financial statement showing the status of the self insurance fund.

**GOVERNING LAW**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**ORDER OF PRECEDENCE**

The Exhibits listed below are incorporated herein by reference. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Clauses of the body of this Contract
- Exhibit A – General Terms and Conditions
- Any other provision, term, or material incorporated herein by reference

**CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**ENTIRE AGREEMENT**

This Contract, including referenced addenda, represents all the terms and conditions agreed upon between the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed a part hereof.

**APPROVAL**

The provisions of Chapter 39.26.140 RCW require this sole source Contract to be filed with and approved by the Department of Enterprise Services (DES). The effective date of this Contract is the date that DES approves this Contract unless the parties mutually agree to a later date. This Contract shall be subject to the written approval of the OSOS's authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by written amendment executed by both parties.

DL CONSULTING LTD.

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Stefan Boddie  
Managing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randy Bolerjack  
Deputy Secretary of State

\_\_\_\_\_  
Date

## EXHIBIT A

**GENERAL TERMS AND CONDITIONS**

**DEFINITIONS:** As used throughout this Contract, the following terms shall have the meaning set forth below:

- "OSOS" shall mean the Office of the Secretary of State, Washington State Library Division, of the state of Washington, any division, section, office, unit, or other entity of the OSOS, or any of the officers or other officials lawfully representing the OSOS.
- "Agent" shall mean the Secretary of State and/or the delegate authorized to act on the Secretary of State's behalf.
- "Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract and shall include all employees of the Contractor.
- "SubContractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

**AMENDMENTS:** This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**ASSIGNMENT:** The work to be provided under this Contract and any claim arising herein is not assignable or delegable by either party in whole or in part without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**ASSURANCES:** The OSOS and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state, and local laws, rules, and regulations.

**ATTORNEYS' FEES AND COSTS:** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

**CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The Contractor shall not use or disclose any information concerning the OSOS or information, which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of the OSOS or as may be required by law.

**COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established agents maintained by the Contractor for securing business. The OSOS shall have the right, in the event of breach of this provision by the Contractor, to terminate this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

**DISPUTES:** Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved, either party may request a dispute hearing with Agent. Disputes shall be resolved as quickly as possible.

1. The request for a dispute hearing must:
  - be in writing.
  - state the disputed issue(s).
  - state the relative positions of the parties.

- state the Contractor's name, address, and contract number.
2. The respondent shall send an answer to the requester's statement to the Agent or his designee and requester within fifteen (15) business days.
  3. The Agent or designee shall review the written statements and reply in writing to the parties within ten (10) business days. The Agent or designee may extend this period if necessary by notifying the parties.
  4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

OSOS and Contractor agree that, notwithstanding the existence of a dispute, they will continue immediately to carry out all their respective responsibilities under this Contract that are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

**INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless OSOS and all officials, agents and employees of the OSOS from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, any subcontractor, or its employees.

The Contractor agrees to indemnify, defend, and hold harmless the OSOS for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless the OSOS shall not be eliminated or reduced by any actual or alleged concurrent negligence of the OSOS or its officials, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the OSOS and its officials, agents, or employees

**INDEPENDENT CAPACITY OF THE Contractor:** The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the OSOS. The Contractor will not hold himself or herself out as or claim to be an officer or employee of the OSOS or of the State of Washington, nor will the Contractor make any claim of right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

**LICENSING, ACCREDITATION AND REGISTRATION:** The Contractor shall comply with all applicable licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

**LIMITATION OF AUTHORITY:** Only the Agent or Agent's delegate shall have the express, implied, or apparent authority to alter, amend, modify, or waive any provision or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any provision or condition of this Contract is not effective or binding unless made in writing and signed by the Agent.

**PRIVACY:** Personal information collected, used, or acquired in connection with this Contract shall be used solely for the purposes of this Contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the OSOS or as provided by law.

Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information.

The OSOS reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Contractor through this Contract. The monitoring, auditing or

investigating may include but is not limited to "salting" by the OSOS. Contractor shall certify return or destruction of all personal information upon expiration of this Contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the OSOS for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

**PUBLICITY:** The Contractor agrees to submit to the OSOS all advertising and publicity matters relating to this Contract where the OSOS's name is mentioned or language used from which the connection of the OSOS's name may, in the OSOS's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the OSOS.

**RECORDS MAINTENANCE:** The Contractor shall maintain complete financial records relating to this Contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this Contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records including materials generated under the Contract shall be subject at all reasonable times to inspection, review, or audit by the OSOS, the Office of the State Auditor, and federal and state officials so authorized by law, rule, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**SAVINGS:** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the OSOS may terminate the Contract under the "Termination for Convenience" provision, without the ten day notice requirement, subject to renegotiation at the OSOS's discretion under those new funding limitations and conditions.

**SEVERABILITY:** The provisions of this Contract are intended to be severable, if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**SUBCONTRACTING:** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the OSOS. The Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are carried forward to any subcontract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized person personal information without the express written consent of the OSOS or as provided by law.

### **Convenience**

Either party may terminate this Contract upon a thirty (30) calendar day written notice to the other party. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

### **Termination for Cause**

If for any cause, either party does not fulfill its obligation in a timely and proper manner under this Contract or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Contract may be terminated immediately by written notice of the aggrieved party to the other.

### **Termination Procedure**

Upon termination of this Contract, the OSOS, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the OSOS any property specifically produced, furnished, or acquired for the performance of such part of this Contract that has been terminated.

The OSOS shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by the OSOS and the amount agreed upon by the Contractor and the OSOS for completed work and service(s) for which no separate price is stated, partially completed work and service(s), other property or services, which are accepted by the OSOS, and the protection and preservation of property, unless the termination is for default, in which case, the OSOS shall determine the extent of the liability of the OSOS. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" provision of this Contract. The OSOS may withhold from the Contractor any amounts due as OSOS determines to be necessary to protect the OSOS against potential loss or liability.

The rights and remedies of the OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination and except as otherwise directed by the OSOS, the Contractor shall:

- Stop work under the Contract on the date and to the extent specified in the notice.
- Place no further orders or subcontracts for materials, services, or facilities except which may be necessary for completion of such portion of the work under the Contract that is not terminated.
- Assign to the OSOS in the manner, at the times, and to the extent directed by the OSOS, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the OSOS has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Secretary of State to the extent the Secretary of State may require, which approval or ratification shall be final for all the purposes of this provision.
- Transfer title to the OSOS and deliver in the manner, at the times, and to the extent directed by the Secretary of State any property, which, if the Contract had been completed, would have been required to be furnished to the Contract.
- Complete performance of such part of the work as shall not have been terminated by the Secretary of State.
- Take such action that may be necessary, or as the Secretary of State may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the OSOS has or may acquire an interest.

**WAIVER:** Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by the OSOS.